

Lamoine Withdrawal Committee Meeting with RSU Board Oct 22, 2012
RSU Central Office 7:00 p.m. (joint meeting with Hancock and Ellsworth)
Minutes

All four Lamoine Committee members attended.

Lamoine negotiated jointly with Hancock and Ellsworth the five “sticking points” that were identified at an October 3 meeting with RSU administrators (see below). The reasons for each side’s position and alternative options were discussed.

The RSU Board left the room to caucus, then returned and announced they would agree to #3 and #5 as presented by the towns and offered alternative language on #1 (insert the date of Feb 28, 2013 as a deadline by which the town must hold its final vote or be obligated to pay its roughly \$70,000 share of admin salaries) and #2 (agreed to reimburse the town for “vehicles purchased” but not for “buses purchased”). They said they were “divided” on #4 and would get back to us.

Supt Lukas said the RSU will put this all in writing for the towns’ consideration. We said we would review the written draft and respond with our acceptance or further revisions.

Respectfully Submitted,

Doug Stewart, Secretary

Document Submitted to RSU Board Oct 22, 2012

(Developed by representatives from Lamoine (Brett and Gordon), Hancock, and Ellsworth following a meeting Oct 3 with Supt Lukas and BM Bridgham to identify remaining “sticking points” and confirm that “what we find acceptable in the RSU’s last draft is agreed to”. Lukas confirmed the latter. The group identified the following 5 points of difference that will be taken to the Board for negotiations:

1. Section 7C contractual obligations for district-level administrators

- Current contracts for these positions expire on date of withdrawal
- RSU and employees have ample notice that E, H and L might withdraw
- Votes will occur by Fall 2013, leaving time to negotiate these

2. Section 12 - Reconciling costs for “vehicles purchased” since RSU’s formation

- “vehicles purchased” are no different from “technology”, “equipment” etc. that are already in the agreement
- the RSU will retain these for its use; E, L and H will not

3. Section 12 C 1. Net Monetary Assets. Computation of 2% carry-over from Undesignated Fund Balance

- RSU draft distributes E/H/L shares of “undesigned fund balance” (June 30 surplus) AFTER subtracting 2% of the following year’s budget
- This means E, H and L are helping to fund a budget they will not benefit from
- Our draft distributes E/H/L shares BEFORE subtracting the 2%

4. Section 12 D. “cap” on RSU’s obligation to reimburse E/H/L

- If E, H and L are going to agree to pay their fair shares of what they owe the RSU, the RSU must reciprocate.
- Assets owed to a community rightfully belong to that community; the RSU Board has no legal standing to withhold such assets when the community has voted to reclaim them

5. Section 14.4 Termination - 1 year, not 10 years!

- End date must be clear; we don’t want to be strung along any longer...
- Section 1 of law (our #3) specifies continuity of educational program for 1 year.
- Other sections (labor contracts; \$ obligations) specify “for the duration” of contracts/obligations